

MOTTO—The Missouri Herald believing those at the TOP well able to take care of themselves, has taken its stand in the barricades of the COMMON PEOPLE, and its fight will be made for the BETTERMENT of those at the BOTTOM.

# The Missouri Herald

WANTED—Correspondents. It shall be the purpose of The Missouri Herald to print the news from all parts of the county, and correspondents are wanted from every neighborhood. Good writers are furnished material, postage and copy of paper.

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## New Political Record Set—Politics vs. Dollars and Cents

The law as provided in the Revised Statutes of Missouri, governing the price and the letting of public notices and advertisements is as follows:

**Sec. 10401. RATES FOR PUBLIC ADVERTISEMENTS**  
—When any law, proclamation, advertisement, order or notice shall be published in any newspaper, for the STATE, or for any public OFFICER on account of or in the name of the STATE, or for any COUNTY, or for any PUBLIC OFFICER on account of or in the name of any COUNTY, there shall not be allowed for such publication a higher rate than one dollar per square of 250 ems for the first insertion, and fifty cents for each subsequent insertion; and for fractional squares in the same proportion.

A contract between two publishers to charge HIGHEST LEGAL RATE is IMMORAL and not enforceable. Pendleton v. Asbury, 104 A. 723, 78 S. W. 651

**Sec. 10402. OFFICERS TO PROCURE BEST RATES.**  
—In procuring the publication of any law, proclamation, advertisement, order or notice, as in the next preceding section mentioned, THE PUBLIC OFFICERS SHALL ACCEPT THE MOST ADVANTAGEOUS TERMS THAT CAN BE OBTAINED, not exceeding the rates limited in the preceding section.

The above is all the law there is governing the power and duty of STATE and COUNTY officials in contracting for and payment of public advertisements. The law is plain—too plain to be misconstrued by any animal having a brain with intelligence above the intellect of a peckerwood. It is mandatory. It leaves no room for doubt. It says "the public officials of State and county SHALL obtain the most advantageous rates." Get this straight. The law doesn't say the county court shall do this. It says PUBLIC OFFICIALS. That means any PUBLIC OFFICIAL upon whom the law places the duty of placing public advertisements. Nowhere in the Statutes of the State of Missouri is county courts given any such duties, especially in the absence of their refusal to make contracts at the most advantageous rates, which, we think, their duty by precedent. But the statutory duty lies in the Secretary of the State, who acts for the State, and the County Clerk, who acts for the county, the law applying to each being exactly the same. Again, we say, the law is mandatory. It uses "SHALL obtain the most advantageous rates." Did Judges Shade and Cole comply with this law when they went on record last Tuesday as canceling The Missouri Herald's contract for \$1.04 per square of 250 ems for four insertions? and when they refused to renew our contract for a less rate for the same work, to-wit, 95 cents, and when they made an order of record of placing the publication of the county's public advertisements with the Republican for FULL LEGAL RATE, \$2.50 per square, the same being \$1.55 per square more than what they could have had the work done for? We say again, after the county court refused to make a contract with any newspaper, their right to place the advertisement ceased, and thereupon that right became the duty of the county court clerk, with the injunction that he "SHALL procure the most advantageous rate." As quoted above, the Statutes say "if publishers combine to obtain the HIGHEST LEGAL RATE it is IMMORAL and not enforceable." Does the same law not apply to such a COMBINATION on the part of the county court majority? Is there two kinds of laws—one for publishers and another for county officials? The action of the two associate members of the county court savors of nothing less than a conspiracy to raid the county treasury to enrich the private purse of their political friends. And we hope the county court clerk will be too wise to submit to being made a party to such an action. We hope he will follow the "SHALL" in the law and ask for and accept the most advantageous bids, and if such a bid comes from the Republican paper, give it the public advertisement. Nothing less will satisfy the law and nothing less will satisfy the people.

The most high-handed piece of political preferment ever pulled off in Pemiscot county was the action of the two associate judges of the county court, Shade and Cole, in the matter of calling for bids on the county advertising, and when the lowest and best bid was before them refused to make a contract simply because that bid happened to come from a Democratic newspaper. This is a part of the official record of the county court held at Caruthersville last Saturday afternoon, April 29. It also adds a new chapter to the political history of Pemiscot county that for blind partisanship has never before been approached, and it is to be hoped it will stand as a record of shame to be forever avoided by all future officials into

whose hands the people may entrust their weal.

For years the Republicans of Pemiscot county, when in hopeless minority, as they are today and as hence they will be, except for satanical laudslides that visit the earth with calamity at long intervals, which wave of devastation they rode into power, have argued that there should be "no politics" in the affairs of the county, that "the man" should be the consideration, and the "interest of the people served." They claimed, loud and long, if given power, they would do this, and by their acts convince the people that they were their friends.

They have had that opportunity. What did they do?

We shall see. The Republicans have control of the county court two to one, for the first time in the history of the county. These two Republicans control that functionary as they see fit. The record regarding the county advertising was made by them, and

it becomes the duty of The Missouri Herald to pass this record on to the people of Pemiscot county, which we shall very briefly do.

Friday, April 14, the question of letting the county advertising, in some manner that may be very well surmised, came up. These two great friends of the county discovered that they had a duty to perform that involved a matter of financial saving. By 'phone on that date the county clerk asked the manager of The Missouri Herald if he desired to bid on the advertising, saying the court, he thought, was ready and wanted to let the contract. It was late in the afternoon and a torrent of rain was falling. We replied affirmatively, but were some surprised at that sort of action, it always having been customary before to advertise in some newspaper for bids, as the law contemplates, which we knew had not been done. And so, for the first time in the history of Pemiscot county, this little precedent was dispensed with, and, of course, we felt it had a significant meaning, which has been fully confirmed by subsequent actions of the controlling majority of that "non-political(?)" court and which the Democrats helped to elect. It appeared, from what we could gather, that the court desired to "do something" at that time, but didn't know exactly what or how, and decided to wait another week and permit bids, but still neglecting to advertise.

Saturday, April 22, came, and the manager of The Missouri Herald was "on hand." So was the editor of the Republican and her attorney, B. A. McKay. Both the editors of the Democrat-Argus, presiding Judge S. E. Juden and O. W. Chilton and their attorney, Everett Reeves, were also there. Mr. Reeves opened the ball in behalf of his clients, whose interest at that stage of the proceeding was a little vague, since the presiding judge stated that his paper was eliminated from the bidding because of his official position making such a course unlawful, which was true. But as stated the Democrat-Argus was represented by Mr. Reeves, who read and expounded the law referential to letting of contracts for doing the county advertising, which states that "the most ADVANTAGEOUS bid SHALL be accepted," but inasmuch as the Statutes does not use the language of the Ten Commandments, "Thou shalt," he reasoned that it was not compulsory upon the county court to let such a contract. The presiding judge coincided with his attorney and went on record as opposing letting the contract, it being deemed the right of the county court clerk and other county officials to procure their printing as the needs of the office required.

B. A. McKay, representing the Republican, argued to the contrary, and Judges Shade and Cole dissented from Judge Juden and made an order of record of that date, Saturday, April 22, that the ADVERTISING

and PRINTING, whatever the latter might mean, be let to the lowest and best bidder, next Saturday, April 29, with the usual and statutory clause that "right be reserved to reject any and all bids."

Still another Saturday, April 29, came and another time the manager of The Missouri Herald was present. B. A. McKay, representing the Republican, was there also. He presented the Republican's bid which for four issues, was \$2.30 for 250 ems. We presented our own bid, which was for but 95 cents for doing the same work, a difference of \$1.25, which, on a large contract or a year's run of work, would amount to many dollars.

Judge Shade, with overbearing arrogance, promptly voted to give the contract to the Republican. To him the taking of \$1.25 out of the people's pocket for each square of public printing for the benefit of a Republican newspaper, meant nothing. It was a case of sheer "sawerkraut" audacity never before witnessed in this county, and possibly can only have "kultur" for its background. His only excuse was a surly grunt, which is entirely foreign to American justice and open-handed dealing. In this connection it is well to consider this is the same Shade that favored the taking of the county's money to defend Caruthersville against the county in the notorious court house election of November 9, 1919, and was only prevented from doing so because the other two judges refused to permit such a raid upon the county's funds. To this Shade it is "to hell mit the people if there is any special interest to be served," like the Republican party or like such court house elections as the one he would spend the county's funds to defend.

But Judge Cole—he was up a tree. The low bid of The Missouri Herald had caused him to take a high climb. He was utterly at sea. He suddenly remembered he had said something on a previous Saturday. He is the talking member of the court, always suave and sometimes right. On Saturday, April 22, he was, we think right when he said, relative to letting the contract for the county advertising: "It is a matter of brass tacks, merely a matter of dollars and cents." No one could dispute that statement. No one did dispute it. The lawyers did not. The newspaper men themselves did not. No one tried. Instead, at the time, a representative of The Missouri Herald commended the judge for his stand, and had he stood upon his stand, we should still gladly do so. But that is what Judge Cole SAID. What he DID was another thing. He SAID the letting of the contract for doing the county printing was a matter of "dollars and cents;" what he DID made it a matter of politics. While his will, no doubt just as strong as Shade's, remembering what he said about "dollars and cents," he could not go as strong as Judge Shade, but he did his next best—voted not to make any con-

tract at all.

We said something in a humorous way upon this serious subject last week about "brass tacks and brazen ideas," and now we have the confirmation of the "brazen ideas." When the business manager of The Missouri Herald asked Judge Cole why he had so suddenly declined to let any contract, he naively said: "You can draw upon your imagination for that." So we can, and so we shall. It requires no great play of imagination to discover the "colored and cents." As soon as he saw a Democratic paper was \$1.25 lower than a Republican paper, "dollars and cents" immediately became "imagination." As said, Judge Cole, remembering his grand-stand play of the previous Saturday about "brass tacks and dollars and cents," was unable to turn a complete somersault and land under the shade of the Republican upas tree, so the only landing place left him was to take refuge under Reeves' juniper gentleman in the woodpile," and it would be a mighty bum smeller that could not also smell his odiferous politics, a strange, repugnant odor in Pemiscot county that has been imported here the last few years and to which Judge Cole largely owes his official power. But this stinkweed—the people, at the proper time, can attend to that. It is not, if we may judge from its first fruits, likely to take very deep root in this soil and climate.

Yes, we shall do as bidden—"draw upon our imagination"—and also pass the same proposition along to the people of Pemiscot county, who may also make their mental deductions. Before Judge Cole knew what the bids for the county printing would be, the letting of the contract was all a "matter of dollars and cents," which he scorned to own the Saturday previous, and from that vantage refused to let any contract at all. So the matter of placing the county advertising, so far as the county court is concerned, is left entirely discretionary with the county court clerk, which, perhaps, keeps within the letter of the law—a law that says the most advantageous bid SHALL be accepted of, but does not define nor command just how such bid shall be obtained; but as previously outlined, there is a precedent of previous courts that would seem wise to follow, and that is very simple—advertise and let the contract on the basis of "dollars and cents," which Judge Cole so vauntingly proclaimed would govern his action, and which did govern his action up to the time he discovered such a course would give the contract to a Democratic publication. This most inexcusable breach of official prerogative in favor of politics sets a new record in Pemiscot county and be it not forgotten this record was set by the first Republican majority the county court ever had—the minority party that has always said that "politics should play no part in county affairs." Never again can they solicit Democratic votes under such false pretense. Democratic county courts have always let out the county advertising to the lowest bidder, by advertising for and accepting such bids, except when the papers, for their own interest, declined to bid, which has seldom been the case. To the first Republican paper ever started in the county a Democratic county court gave, at one time, before it had received entry at the postoffice and before it had become a legal publication \$750.00 worth of county printing. The paper immediately suspended and its editor left for keeps. That is how the Democrats "played politics" with the Republicans. And the case this article involves is how the Republicans have played politics with the Democrats. The contrast is now before the people as a matter of official record.

It is the same in the state and in the nation. No such political prejudices were ever shown by any political organization as is shown by the present-day Republican party. They do not hesitate to take all sorts of daring liberties with the people's interests, and have and are running rough shod over their pre-election promises. That is what is the matter with the country—it is being run strictly and solely, from its lowest to its highest functions, exclusively in the interest of the Republican party. If it ever had any integrity, that has been dissipated. Its inaugural drunk has been lengthened into wild and delirious debauchery, and day after day it is digging its own grave, into which, at the next election, it will be buried face downward so the more it scratches the nearer home it will go.

LATER: After the above was put in type, The Missouri Herald is informed that Judges Cole and Shade hiked themselves to the court house early Monday morning and, in the absence of the Presiding Judge, S. E. Juden, convened court, and again, after the Saturday previous, as told above, refusing to make a contract to do the county advertising, took up that question, making an order to terminate the Herald's old contract and, in the same order, designating that the publishing of the proceedings of the Board of Equalization be published in the Republican at full legal rates. Other county courts have done things for which they have been censured, but never before has there been such audacious disregard for the county treasury in broad, open daylight, by two individuals whose duty should be to protect the people's financial interest. The names of these two individuals are Cole and Shade. Their purpose evidently is to appropriate the taxpayers' money into the private purse of politicians of their own party stripe. In their acts these two men descend into the shades of the lowest petty politics and establish a record in Pemiscot county that will forever be a black mark upon its history. After asking for bids and after receiving bids, and after refusing to accept the lowest and best bid the records of the county court show, these two men have attempted to award the proceedings of the board of equalization to The Republican at a price in excess of the price of what same would have been done by other papers, and which they will do if the county court clerk does not assert his rights and intervene in the interest of the people and ask for and accept bids in compliance with the law.

Are the people of Pemiscot county going to stand for further extravagance on the part of Republican politicians who have, with impunity, disregarded the purses of the people of the nation, the state and the county? The next inning is the people's. Thanks to Providence, these two Republicans do not have a life-time lease upon our pocket-book.

### YEGGMAN ARRESTED.

One of the toughest characters ever brought to the light of day in this city was arrested by Constable Sid Oates Wednesday afternoon.

He gave his name as Poley Reckman. When searched he had on him two revolvers, a bunch of skeleton keys, some dynamite caps, a bottle each of nitroglycerine and "white mule." Both these explosives combined would be sufficient to blow a city block over the moon.

The prisoner was carried before Esq. Allen and identified by S. B. Owens, night clerk at the Mitchell hotel, as the man who held up and robbed him in the office of the hotel about a month ago.

It is very likely the arrest of this man by Constable Oates has saved the community both tragedy and financial loss, and Mr. Oates deserves a resolution of thanks for detecting and arresting him, for such a character is a dangerous actor for any officer to tackle single-handed, as was done in this case.

Reckman was carried to jail at Caruthersville and will in due time answer to the law.

John Fields of Wardell was here Saturday, shaking hands with his many old friends.

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### The Missouri Herald

And get the best. It gives all the news fit to print, and prints it while it is fresh, not after it becomes soured and stale. The Missouri Herald is not published by a "ring of office-seekers." It doesn't try to carry "water on both shoulders." It says what it thinks, and tries to always think right. It is loyal to the man who earns his bread by honest labor, but an unrelenting foe to crooks and cheats. If you like this kind of a paper why not join our army of readers? We are human and like to be encouraged and the more readers we have the more good we can accomplish.

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